

## **Exhibit S**

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HORING & WELIKSON

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590-070-2

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART F

-----X  
706 REALTY CO., LLC,

Petitioner-Landlord,

**STIPULATION OF  
SETTLEMENT**

-against-

Index No.: L&T 52482/07

MARGARET POWELL  
706 Riverside Drive, Apt. 7E  
New York, New York 10031,

Respondent-Tenant,

-and-

"JOHN DOE" & "JANE DOE",

Respondents-Undertenants.  
-----X

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned parties and their respective counsel that the above referenced matter is hereby settled upon the following terms and conditions:

1. Respondent, Margaret Powell ("Respondent"), hereby consents to the jurisdiction of the Court. *admits the*
2. *Respondent* ~~Respondent~~ *to, alleges in part of the wfi notice of termination which occurred*  
~~Respondent admits the allegations of the petition.~~ Respondent consents *on 10/14/06 d*  
to a final judgment of possession. The warrant of eviction shall issue forthwith, however, execution *are shown on*  
is stayed through August 31, 2009. *violation* *(CV SD)*
3. *occupants/guests/licenses*  
During the above stay period, respondent shall refrain from and/or not permit *(see par.2)*  
others to engage in any of the improper conduct stated in the within petition. Moreover, respondent *(CV SD)*  
*occupants/guests/licenses.*  
shall refrain from and/or not permit others to engage in any conduct which constitutes a nuisance. *(see par.2)*  
For purposes of this agreement only one (1) act ~~such as that~~ *similar in kind and severity to the conduct*  
constitute a nuisance. *violation of this stipulation.*

4. In the event of any default in paragraph (3) above. This case may be restored to the Court's calendar for a compliance hearing. In the event the respondent is found to be in default, the warrant of eviction shall execute forthwith.

5. In the event this proceeding is not restored to the Court's calendar on or before August 31, 2009, the judgment shall be deemed <sup>vacated</sup> satisfied, the warrant vacated and this proceeding discontinued.

6. Respondent shall pay legal fees of \$ 500.00 on or before September 22, 2007. ~~Petitioner reserves the right to seek any and all legal fees incurred~~ <sup>Pet waives all other legal fees to date.</sup> ~~subsequent to this agreement.~~ <sup>Resp shall pay part due rent/4.00 of \$386.93, requesting all</sup> <sup>rent/4.00 thru 9/30/07, on or before 9/22/07. Resp to receive credit for any</sup> (CD)  
(SD)

7. No modification or waiver of the terms of this stipulation shall be effective and/or binding upon either of the parties hereto unless agreed to in writing and signed by <sup>payment not</sup> ~~previously~~ <sup>received</sup> ~~credited~~ all parties and their attorneys. <sup>credited</sup> (CD)  
(SD)

8. This stipulation shall be binding upon, and inure to the benefit of, the respondent, the petitioner and their respective heirs, successors, administrators, executors, representatives, agents and assigns.

9. All parties shall be deemed to have drafted this stipulation and therefore no inference shall be drawn against any party for any of its terms.

10. The parties hereto acknowledge that this stipulation is a fair and reasonable agreement and is not the result of any duress, coercion, pressure or undue influence exercised by either party upon the other or by any persons upon either; that each party understands their respective rights and obligations hereunder and relevant facts; and that each party clearly understands and assents to all the provisions of this stipulation and has signed this agreement freely and voluntarily upon the advice of counsel.

11. This stipulation contains the entire understanding and agreement of the parties hereto. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth in this stipulation.

12. This stipulation may be filed by the attorney for any party without any additional notice.

13. This agreement may be executed in counterpart and facsimile copy of signatures shall be deemed original for purposes of filing this agreement with the Court.

14. Of the amt stated in par 6 above, resp pays today \$1,933<sup>50</sup> by personal check #742. Accepted subject to collection solely on behalf of named resp

DATED: Williston Park, New York September 12, 2007

CD  
SD

706 REALTY CO., LLC.

BY: [Signature]

Margaret Powell  
MARGARET POWELL

[Signature]  
HORING, WELIKSON & ROSEN, P.C.  
By: CHRISTOPHER J. DUVAL, ESQ.  
Attorney for Petitioner  
11 Hillside Avenue  
Williston Park, N.Y. 11596  
Tel.: (516) 535-1700  
Fax: (516) 535-1789

[Signature]  
STEVEN DE CASTRO  
305 Broadway, 9<sup>th</sup> Floor  
Attorney for Respondent  
305 Broadway, 9<sup>th</sup> Floor  
New York, NY 10007  
Tel.: (212) 964-5364

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-against-

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-and-

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STIPULATION OF SETTLEMENT

HORING WELIKSON & ROSEN, P.C.

Attorneys for

Petitioner  
11 HILLSIDE AVENUE  
WILLISTON PARK, NEW YORK 11596  
TEL: (516) 535-1700

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: .....

Signature: .....

Print Signer's Name: .....

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

☐ NOTICE OF ENTRY that the within is a (certified) true copy of a entered in the office of the clerk of the within named Court on

☐ NOTICE OF SETTLEMENT that an Order of which the within is a true copy will be presented for settlement to the Hon. one of the judges of the within named Court, at M.

Dated:

HORING WELIKSON & ROSEN, P.C.

Attorneys for

11 HILLSIDE AVENUE  
WILLISTON PARK, NEW YORK 11596

To:

Attorney(s) for